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SOLICITATION, OFFER, AND AWARD *(Construction, Alteration, or Repair)*	1. SOLICITATION NO. 19C02020Q0009	2. TYPE OF SOLICITATION ☐ SEALED BID (IFB) [x] NEGOTIATED (RFP)	3. DATE ISSUED 08-21-2020	PAGE OF PAGES 1 OF 55

IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. 19C02020Q0009	6. PROJECT NO.

7. ISSUED BY CODE	8. ADDRESS OFFER TO
AMERICAN EMBASSY BOGOTA CARRERA 45 NO. 24B-27, ATTN: GSO --BOGOTA	AMERICAN EMBASSY BOGOTA CARRERA 45 NO. 24B-27, ATTN: GSO/SECCION DE COMPRAS BOGOTA, COLOMBIA

9. FOR INFORMATION CALL: →	A. NAME Eila Sepulveda-Edwin Agudelo	B. TELEPHONE NO. *(Include area code)* ***(NO COLLECT CALLS)*** 57-1-2752479

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder."

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS *(Title, identifying no., date):*

SEE DETAILED SCOPE OF WORK ON ATTACHMENT # 2.

11. The Contractor shall begin performance within **10** calendar days and complete it within **90** calendar days after receiving ☐ award, ☐ notice to proceed. This performance period is ☐ mandatory, ☐ negotiable. *(See _____.)*

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? *(If "YES," indicate within how many calendar days after award in Item 12B.)* ☒ YES ☐ NO	12B. CALENDAR DAYS 5

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 0 copies to perform the work required are due at the place specified in Item 8 **by 4PM** local time of **September 15, 2020**. If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee ☒ is, ☐ is not required.

C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

D. Offers providing less than _____ calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER *(Must be fully completed by offeror)*

14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*	15. TELEPHONE NO. *(Include area code)*
	16. REMITTANCE ADDRESS *(Include only if different than Item 14)*
CODE FACILITY CODE	

17. The offeror agrees to perform the work at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government within _____ calendar days after the date offers are due. *(Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.*

AMOUNTS →

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS

The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each

AMENDMENT NO.										
DATE										

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*	20B. SIGNATURE	20C. OFFER DATE

AWARD *(To be completed by Government)*

21. ITEMS ACCEPTED:

All items as stated on Attachment # 2.

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)* →	ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO ☐ 10 U.S.C. 2304(c)( ) ☐ 41 U.S.C. 253(c)( )
26. ADMINISTERED BY CODE AMERICAN EMBASSY BOGOTA CARRERA 45 NO. 24B-27, GSO-BOGOTA		27. PAYMENT WILL BE MADE BY THE FINANCIAL MANAGEMENT OFFICE AMERICAN EMBASSY BOGOTA.

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return ____ copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration slated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.		☐ 29. AWARD *(Contractor is not required to sign this document.)* Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.	
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)*		31A. NAME OF CONTRACTING OFFICER *(Type or print)* Eila Sepulveda	
30B. SIGNATURE	30C. DATE	31B. UNITED STATES OF AMERICA BY	31C. AWARD DATE

REQUEST FOR QUOTATIONS - CONSTRUCTION

A. PRICE

The Contractor shall complete all work, including furnishing all labor, material, equipment and services required under this purchase order for the following firm fixed price and within the time specified. This price shall include all labor, materials, all insurances, overhead and profit.

Total Price (including all labor, materials, overhead and profit)	

A.1 VALUE ADDED TAX

VALUE ADDED TAX (VAT). The Contractor shall include VAT as a separate charge on the Invoice and as a separate line item in Section B.

B. SCOPE OF WORK

The character and scope of the work are set forth in the contract. The Contractor shall furnish and install all materials required by this contract. **ATTACHMENT # 2.**

In case of differences between small and large-scale drawings, the latter will govern. Where a portion of the work is drawn in detail and the remainder of the work is indicated in outline, the parts drawn in detail shall apply also to all other portions of the work.

C. PACKAGING AND MARKING

Mark materials delivered to the site as follows:

Mark materials delivered to the site as follows:

EMBAJADA DE LOS ESTADOS UNIDOS
Carrera 3 No. 78-02.
Bogotá, Colombia

D. INSPECTION AND ACCEPTANCE

The COR, or his/her authorized representatives, will inspect from time to time the services being performed and the supplies furnished to determine whether work is being performed in a satisfactory manner, and that all supplies are of acceptable quality and standards.

The Contractor shall be responsible for any countermeasures or corrective action, within the scope of this contract, which may be required by the Contracting Officer as a result of such inspection.

D.1 SUBSTANTIAL COMPLETION

(a) "*Substantial Completion*" means the stage in the progress of the work as determined and certified by the Contracting Officer in writing to the Contractor, on which the work (or a portion designated by the Government) is sufficiently complete and satisfactory. Substantial completion means that the property may be occupied or used for the purpose for which it is intended, and only minor items such as touch-up, adjustments, and minor replacements or installations remain to be completed or corrected which:

(1) do not interfere with the intended occupancy or utilization of the work, and
(2) can be completed or corrected within the time period required for final completion.

(b) The "date of substantial completion" means the date determined by the Contracting Officer or authorized Government representative as of which substantial completion of the work has been achieved.

Use and Possession upon Substantial Completion - The Government shall have the right to take possession of and use the work upon substantial completion. Upon notice by the Contractor that the work is substantially complete (a Request for Substantial Completion) and an inspection by the Contracting Officer or an authorized Government representative (including any required tests), the Contracting Officer shall furnish the Contractor a Certificate of Substantial Completion. The certificate will be accompanied by a Schedule of Defects listing items of work remaining to be performed, completed or corrected before final completion and acceptance. Failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Government's possession or use upon substantial completion shall not be deemed an acceptance of any work under the contract.

D.2 FINAL COMPLETION AND ACCEPTANCE

D.2.1 "Final completion and acceptance" means the stage in the progress of the work as determined by the Contracting Officer and confirmed in writing to the Contractor, at which all work required under the contract has been completed in a satisfactory manner, subject to the discovery of defects after final completion, and except for items specifically excluded in the notice of final acceptance.

D.2.2 The "*date of final completion and acceptance*" means the date determined by the Contracting Officer when final completion of the work has been achieved, as indicated by written notice to the Contractor.

D.2.3 FINAL INSPECTION AND TESTS. The Contractor shall give the Contracting Officer at least five (5) days advance written notice of the date when the work will be fully completed and ready for final inspection and tests. Final inspection and tests will be started not later than the date specified in the notice unless the Contracting Officer determines that the work is not ready for final inspection and so informs the Contractor.

D.2.4 FINAL ACCEPTANCE. If the Contracting Officer is satisfied that the work under the contract is complete (with the exception of continuing obligations), the Contracting Officer shall issue to the Contractor a notice of final acceptance and make final payment upon:

- Satisfactory completion of all required tests,
- A final inspection that all items by the Contracting Officer listed in the Schedule of Defects have been completed or corrected and that the work is finally complete (subject to the discovery of defects after final completion), and
- Submittal by the Contractor of all documents and other items required upon completion of the work, including a final request for payment (Request for Final Acceptance).

E. DELIVERIES OR PERFORMANCE

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to:

(a) commence work under this contract within 1 calendar days after the date the Contractor receives the notice to proceed,
(b) prosecute the work diligently, and,
(c) complete the entire work ready for use not later than 20 Calendar *days after NTP*.

The time stated for completion shall include final cleanup of the premises.

52.211-12 LIQUIDATED DAMAGES - CONSTRUCTION (SEPT 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor shall pay liquidated damages to the Government in the amount of $**50 USD** for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Default clause.

CONTRACTOR'S SUBMISSION OF CONSTRUCTION SCHEDULES

(a) The time for submission of the schedules referenced in FAR 52.236-15, "Schedules for Construction Contracts", paragraph (a), is hereby modified to reflect the due date for submission as ***2*** days after receipt of an executed contract".

(b) These schedules shall include the time by which shop drawings, product data, samples and other submittals required by the contract will be submitted for approval.

(c) The Contractor shall revise such schedules (1) to account for the actual progress of the work, (2) to reflect approved adjustments in the performance schedule, and (3) as required by the Contracting Officer to achieve coordination with work by the Government and any separate contractors used by the Government. The Contractor shall submit a schedule, which sequences work so as to minimize disruption at the job site.

(d) All deliverables shall be in the English language and any system of dimensions (English or metric) shown shall be consistent with that used in the contract. No extension of time shall be allowed due to delay by the Government in approving such deliverables if the Contractor has failed to act promptly and responsively in submitting its deliverables. The Contractor shall identify each deliverable as required by the contract.

(e) Acceptance of Schedule: When the Government has accepted any time schedule; it shall be binding upon the Contractor. The completion date is fixed and may be extended only by a written contract modification signed by the Contracting Officer. Acceptance or approval of any schedule or revision thereof by the Government shall not:

(1) Extend the completion date or obligate the Government to do so,
(2) Constitute acceptance or approval of any delay, or
(3) Excuse the Contractor from or relieve the Contractor of its obligation to maintain the progress of the work and achieve final completion by the established completion date.

NOTICE OF DELAY

If the Contractor receives a notice of any change in the work, or if any other conditions arise which are likely to cause or are actually causing delays which the Contractor believes may result in late completion of the project, the Contractor shall notify the Contracting Officer. The Contractor's notice shall state the effect, if any, of such change or other conditions upon the approved schedule, and shall state in what respects, if any, the relevant schedule or the completion date should be revised. The Contractor shall give such notice promptly, not more than ten (10) days after the first event giving rise to the delay or prospective delay. Only the Contracting Officer may make revisions to the approved time schedule.

NOTICE TO PROCEED

(a) After receiving and accepting any bonds or evidence of insurance, the Contracting Officer will provide the Contractor a Notice to Proceed. The Contractor must then prosecute the work, commencing and completing performance not later than the time period established in the contract.

(b) It is possible that the Contracting Officer may elect to issue the Notice to Proceed before receipt and acceptance of any bonds or evidence of insurance. Issuance of a Notice to Proceed by the Government before receipt of the required bonds or insurance certificates or policies shall not be a waiver of the requirement to furnish these documents.

WORKING HOURS

All work shall be performed during **8 AM to 5PM from Mondays through Fridays and from 9AM to 2PM on Saturdays.** Other hours, if requested by the Contractor, may be approved by the Contracting Officer's Representative (COR). The Contractor shall give 24 hours in advance to COR who will consider any deviation from the hours identified above. Changes in work hours, initiated by the Contractor, will not be a cause for a price increase.

PRECONSTRUCTION CONFERENCE

A preconstruction conference will be held 10 days after contract award at **Cra 45# 24B-27, Bogotá, Colombia** to discuss the schedule, submittals, notice to proceed, mobilization and other important issues that effect construction progress. See FAR 52.236-26, Preconstruction Conference.

DELIVERABLES - The following items shall be delivered under this contract:			
Description	Quantity	Deliver Date	Deliver To
Section G. Securities/Insurance	1	10 days after award	CO
Section E. Construction Schedule	1	10 days after award	COR
Section E. Preconstruction Conference	1	10 days after award	COR
Section G. Personnel Biographies	1	10 days after award	COR
Section F. Payment Request	1	Last calendar day of each month	COR
Section D. Request for Substantial Completion	1	15 days before inspection	COR
Section D. Request for Final Acceptance	1	5 days before inspection	COR

F. ADMINISTRATIVE DATA

652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated;

provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is **the Facilities Maintenance Engineer**

Payment: The Contractor's attention is directed to Section H, 52.232-5, "Payments Under Fixed-Price Construction Contracts". The following elaborates on the information contained in that clause.

Requests for payment, may be made no more frequently than monthly. Payment requests shall cover the value of labor and materials completed and in place, including a prorated portion of overhead and profit.

After receipt of the Contractor's request for payment, and on the basis of an inspection of the work, the Contracting Officer shall make a determination as to the amount, which is then due. If the Contracting Officer does not approve payment of the full amount applied for, less the retainage allowed by in 52.232-5, the Contracting Officer shall advise the Contractor as to the reasons.

Under the authority of 52.232-27(a), the 14 day period identified in FAR 52.232-27(a)(1)(i)(A) is hereby changed to 30 days.

EMBAJADA DE LOS ESTADOS UNIDOS
FINANCIAL MANAGEMENT CENTER
CRA 45 # 24B-27
BOGOTA, COLOMBIA

The Contractor shall show Value Added Tax (VAT) as a separate item on invoices submitted for payment***. If applicable.***

G. SPECIAL REQUIREMENTS

G.1.0 PERFORMANCE/PAYMENT PROTECTION - The Contractor shall furnish some form of payment protection as described in 52.228-13 in the amount of 50% of the contract price.

G.1.1 The Contractor shall provide the information required by the paragraph above within ten (10) calendar days after award. Failure to timely submit the required security may result in rescinding or termination of the contract by the Government. If the contract is terminated, the Contractor will be liable for those costs as described in FAR 52.249-10, Default (Fixed-Price Construction), which is included in this purchase order.

G.1.2 The bonds or alternate performance security shall guarantee the Contractor's execution and completion of the work within the contract time. This security shall also guarantee the correction of any defects after completion, the payment of all wages and other amounts payable by the Contractor under its subcontracts or for labor and materials, and the satisfaction or removal of any liens or encumbrances placed on the work.

G.1.3 The required securities shall remain in effect in the full amount required until final acceptance of the project by the Government. Upon final acceptance, the penal sum of the performance security shall be reduced to 10% of the contract price. The security shall remain in effect for one year after the date of final completion and acceptance, and the Contractor shall pay any premium required for the entire period of coverage.

G.2.0 INSURANCE - The Contractor is required by FAR 52.228-5, "Insurance - Work on a Government Installation" to provide whatever insurance is legally necessary. The Contractor shall at its own expense provide and maintain during the entire performance period the following insurance amounts:

G.2.1 GENERAL LIABILITY (includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury) :

(1) BODILY INJURY, ON OR OFF THE SITE, IN U.S. DOLLARS	
Per Occurrence	**$5,000 USD**
Cumulative	**$25,000 USD**
(2) PROPERTY DAMAGE, ON OR OFF THE SITE, IN U.S. DOLLARS	
Per Occurrence	**$5,000 USD**
Cumulative	**$25,000 USD**

G.2.2 The foregoing types and amounts of insurance are the minimums required. The Contractor shall obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as

provided by law or sufficient to meet normal and customary claims.

G.2.3 The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to any property of the Contractor, its officers, agents, servants, and employees, or any other person, arising from and incident to the Contractor's performance of this contract. The Contractor shall hold harmless and indemnify the Government from any and all claims arising therefrom, except in the instance of gross negligence on the part of the Government.

G.2.4 The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.

G.2.5 The general liability policy required of the Contractor shall name "the United States of America, acting by and through the Department of State", as an additional insured with respect to operations performed under this contract.

G.3.0 DOCUMENT DESCRIPTIONS

G.3.1 SUPPLEMENTAL DOCUMENTS: The Contracting Officer shall furnish from time to time such detailed drawings and other information as is considered necessary, in the opinion of the Contracting Officer, to interpret, clarify, supplement, or correct inconsistencies, errors or omissions in the Contract documents, or to describe minor changes in the work not involving an increase in the contract price or extension of the contract time. The Contractor shall comply with the requirements of the supplemental documents, and unless prompt objection is made by the Contractor within 20 days, their issuance shall not provide for any claim for an increase in the Contract price or an extension of contract time.

G.3.1.1. RECORD DOCUMENTS. The Contractor shall maintain at the project site:

(1) a current marked set of Contract drawings and specifications indicating all interpretations and clarification, contract modifications, change orders, or any other departure from the contract requirements approved by the Contracting Officer; and,
(2) a complete set of record shop drawings, product data, samples and other submittals as approved by the Contracting Officer.

G.3.1.2. "As-Built" Documents: After final completion of the work, but before final acceptance thereof, the Contractor shall provide:

(1) a complete set of "as-built" drawings, based upon the record set of drawings, marked to show the details of construction as actually accomplished; and,
(2) record shop drawings and other submittals, in the number and form as required by the specifications.

G.4.0 LAWS AND REGULATIONS - The Contractor shall, without additional expense to the Government, be responsible for complying with all laws, codes, ordinances, and regulations applicable to the performance of the work, including those of the host country, and with the lawful orders of any governmental authority having jurisdiction. Host country authorities may not enter the construction site without the permission of the Contracting Officer. Unless otherwise directed by the Contracting Officer, the Contractor shall comply with the more stringent of the requirements of such laws, regulations and orders and of the contract. In the event of a conflict between the contract and such laws, regulations and orders, the Contractor shall promptly advise the Contracting Officer of the conflict and of the Contractor's proposed course of action for resolution by the Contracting Officer.

G.4.1 The Contractor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety, and similar matters, to the extent that such compliance is not inconsistent with the requirements of this contract.

G.4.2 The Contractor shall give written assurance to the Contracting Officer that all subcontractors and others performing work on or for the project have obtained all requisite licenses and permits.

G.4.3 The Contractor shall submit proper documentation and evidence satisfactory to the Contracting Officer of compliance with this clause.

G.5.0 CONSTRUCTION PERSONNEL - The Contractor shall maintain discipline at the site and at all times take all reasonable precautions to prevent any unlawful, riotous, or disorderly conduct by or among those employed at the site. The Contractor shall ensure the preservation of peace and protection of persons and property in the neighborhood of the project against such action. The Contracting Officer may require, in writing that the Contractor remove from the work any employee that the Contracting Officer deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the project is deemed by the Contracting Officer to be contrary to the Government's interests.

G.5.1 If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

G.5.2 After award, the Contractor has ten calendar days to submit to the Contracting Officer a list of workers and supervisors assigned to this project for the Government to conduct all necessary security checks. It is anticipated that security checks will take **60** days to perform. For each individual the list shall include:

Full Name
Place and Date of Birth
Current Address
Identification number

Failure to provide any of the above information may be considered grounds for rejection and/or resubmittal of the application. Once the Government has completed the security screening and approved the applicants a badge will be provided to the individual for access to the site. This badge may be revoked at any time due to the falsification of data, or misconduct on site.

G.5.3 The Contractor shall provide an English speaking supervisor on site at all times. This position is considered as key personnel under this purchase order.

G.6.0 Materials and Equipment - All materials and equipment incorporated into the work shall be new and for the purpose intended, unless otherwise specified. All workmanship shall be of good quality and performed in a skillful manner that will withstand inspection by the Contracting Officer.

G.7.0 SPECIAL WARRANTIES

G.7.1 Any special warranties that may be required under the contract shall be subject to the stipulations set forth in 52.246-21, "Warranty of Construction", as long as they are not in conflict.

G.7.2 The Contractor shall obtain and furnish to the Government all information required to make any subcontractor's, manufacturer's, or supplier's guarantee or warranty legally binding and effective. The Contractor shall submit both the information and the guarantee or warranty to the Government in sufficient time to permit the Government to meet any time limit specified in the guarantee or warranty, but not later than completion and acceptance of all work under this contract.

G.8.0 EQUITABLE ADJUSTMENTS

Any circumstance for which the contract provides an equitable adjustment that causes a change within the meaning of paragraph (a) of the "Changes" clause shall be treated as a change under that clause; provided, that the Contractor gives the Contracting Officer prompt written notice (within 20 days) stating:

(a) the date, circumstances, and applicable contract clause authorizing an equitable adjustment and
(b) that the Contractor regards the event as a changed condition for which an equitable adjustment is allowed under the contract

The Contractor shall provide written notice of a differing site condition within 10 calendar days of occurrence following FAR 52.236-2, Differing Site Conditions.

G.9.0 ZONING APPROVALS AND PERMITS

The Government shall be responsible for:

- obtaining proper zoning or other land use control approval for the project

- obtaining the approval of the Contracting Drawings and Specifications
- paying fees due for the foregoing; and,
- for obtaining and paying for the initial building permits.

H. CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): *http://www.acquisition.gov/far/* or *http://farsite.hill.af.mil/vffara.htm*. Please note these addresses are subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at https://www.ecfr.gov/cgi-bin/text-idx?SID=2e978208d0d2aa44fb9502725ecac4e5&mc=true&tpl=/ecfrbrowse/Title48/48chapter6.tplto access links to the FAR. You may also use an internet "search engine" (for example, Google, Yahoo, Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clause(s) is/are incorporated by reference (48 CFR CH. 1):

CLAUSE	TITLE AND DATE
52.202-1	DEFINITIONS (JUN 2020)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2018)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016)
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED OR PROPOSED FOR DEBARMENT (JUN 2020)
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)
52.213-4	TERMS AND CONDITIONS-SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (JUN 2020)

52.216-7 ALLOWABLE COST AND PAYMENT (JUN 2013)

52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

52.222-19 CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2018)

52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009)

52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (JUN 2020)

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUNE 2008)

52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)

52.225-19 CONTRACTOR PERSONNEL IN A DESIGNATED OPERATIONAL AREA OR SUPPORTING A DIPLOMATIC MISSION OUTSIDE THE UNITED STATES (MAR 2008)

52.228-4 WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)

52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

52.228-11 PLEDGES OF ASSETS (JAN 2012)

52.228-13 ALTERNATIVE PAYMENT PROTECTION (JULY 2000)

52.228-14 IRREVOCABLE LETTER OF CREDIT (NOV 2014)

52.228-15 PERFORMANCE AND PAYMENT BONDS-CONSTRUCTION (JUN 2020)

52.229-6 TAXES - FOREIGN FIXED-PRICE CONTRACTS (FEB 2013)

52.229-7 TAXES- FIXED PRICE CONTRACTS WITH FOREIGN GOVERNMENTS (FEB 2013)

52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 2014)

52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)

52.232-11 EXTRAS (APR 1984)

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

52.232-22 LIMITATION OF FUNDS (APR 1984)

52.232-25 PROMPT PAYMENT (JULY 2013)

52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (MAY 2014)

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER – OTHER THAN SYSTEM FOR AWARD MANAGEMENT (JULY 2013)

52.233-1 DISPUTES (MAY 2014) *Alternate I (DEC 1991)*

52.233-3 PROTEST AFTER AWARD (AUG 1996)

52.236-2 DIFFERING SITE CONDITIONS (APR 1984)

52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)

52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)

52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)

52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)

52.236-8 OTHER CONTRACTS (APR 1984)

52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)

52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984)

52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)

52.236-12 CLEANING UP (APR 1984)

52.236-13 ACCIDENT PREVENTION (NOV 1991)

52.236-14 AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)

52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)

52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)

52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)

52.242-14 SUSPENSION OF WORK (APR 1984)

52.243-4 CHANGES (JUN 2007)

52.243-5 CHANGES AND CHANGED CONDITIONS (APR 1984)

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (JUN 2020)

52.245-2 GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (APR 2012)

52.245-9 USE AND CHARGES (APR 2012)

52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

52.246-17 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE (JUN 2003)

52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)

52.246-26 REPORTING NONCONFORMING ITEMS (DEC 2019)

52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012) *Alternate I (SEPT 1996)*

52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)

52.249-14 EXCUSABLE DELAYS (APR 1984)

I. FAR CLAUSES INCORPORATED IN FULL TEXT

52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)

(a) Definitions. As used in this clause—

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means–

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance

and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means–

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in Federal Acquisition Regulation 4.2104.

(c) Exceptions. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

II. The following Department of State Acquisition Regulation (DOSAR) clause(s) is/are set forth in full text:

652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD ISSUANCE PROCEDURES (MAY 2011)

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor

shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.

(b) The DOS Personal Identification Card Issuance Procedures may be accessed at *http://www.state.gov/m/ds/rls/rpt/c21664.htm* .

(End of clause)

652.229-71 PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG 1999)

Regulations at 22 CFR Part 136 require that U.S. Government employees and their families do not profit personally from sales or other transactions with persons who are not themselves entitled to exemption from import restrictions, duties, or taxes. Should the Contractor experience importation or tax privileges in a foreign country because of its contractual relationship to the United States Government, the Contractor shall observe the requirements of 22 CFR Part 136 and all policies, rules, and procedures issued by the chief of mission in that foreign country.

(End of clause)

CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

1) Use an e-mail signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
2) Clearly identify themselves and their contractor affiliation in meetings;
3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

(End of clause)

652.236-70 ADDITIONAL SAFETY MEASURES (OCT 2017)

In addition to the safety/accident prevention requirements of FAR 52.236-13, Accident Prevention Alternate I, the contractor shall comply with the following additional safety measures.

(a) *High Risk Activities*. If the project contains any of the following high risk activities, the contractor shall follow the section in the latest edition, as of the date of the solicitation, of the U.S. Army Corps of Engineers Safety and Health manual, EM 385-1-1, that corresponds to the high risk activity. Before work may proceed, the contractor must obtain approval from the COR of the written safety plan required by FAR 52.236-13, Accident Prevention Alternate I (see paragraph (f) below), containing specific hazard mitigation and control techniques.

(1) Scaffolding;

(2) Work at heights above 1.8 meters;

(3) Trenching or other excavation greater than one (1) meter in depth;

(4) Earth-moving equipment and other large vehicles;

(5) Cranes and rigging;

(6) Welding or cutting and other hot work;

(7) Partial or total demolition of a structure;

(8) Temporary wiring, use of portable electric tools, or other recognized electrical hazards. Temporary wiring and portable electric tools require the use of a ground fault circuit interrupter (GFCI) in the affected circuits; other electrical hazards may also require the use of a GFCI;

(9) Work in confined spaces (limited exits, potential for oxygen less than 19.5 percent or combustible atmosphere, potential for solid or liquid engulfment, or other hazards considered to be immediately dangerous to life or health such as water tanks, transformer vaults, sewers, cisterns, etc.);

(10) Hazardous materials - a material with a physical or health hazard including but not limited to, flammable, explosive, corrosive, toxic, reactive or unstable, or any operations, which creates any kind of contamination inside an occupied building such as dust from demolition activities, paints, solvents, etc.; or

(11) Hazardous noise levels as required in EM 385-1 Section 5B or local standards if more restrictive.

(b) *Safety and Health Requirements*. The contractor and all subcontractors shall comply with the latest edition of the U.S. Army Corps of Engineers Safety and Health manual EM 385-1-1, or OSHA 29 CFR parts 1910 or 1926 if no EM 385-1-1 requirements are applicable, and the accepted contractor's written safety program.

(c) *Mishap Reporting*. The contractor is required to report **immediately** all mishaps to the COR and the contracting officer. A "mishap" is any event causing injury, disease or illness, death, material loss or property damage, or incident causing environmental contamination. The mishap reporting requirement shall include fires, explosions, hazardous materials contamination, and other similar incidents that may threaten people, property, and equipment.

(d) *Records*. The contractor shall maintain an accurate record on all mishaps incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to or theft of property, materials, supplies, or equipment. The contractor shall report this data in the manner prescribed by the contracting officer.

(e) *Subcontracts*. The contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

(f) *Written program*. The plan required by paragraph (f)(1) of the clause entitled "Accident Prevention Alternate I" shall be known as the Site Safety and Health Plan (SSHP) and shall address any activities listed in paragraph (a) of this clause, or as otherwise required by the contracting officer/COR.

(1) The SSHP shall be submitted at least 10 working days prior to commencing any activity at the site.

(2) The plan must address developing activity hazard analyses (AHAs) for specific tasks. The AHAs shall define the activities being performed and identify the work sequences, the specific anticipated hazards, site conditions, equipment, materials, and the control measures to be implemented to eliminate or reduce each hazard to an acceptable level of risk. Work shall not begin until the AHA for the work activity has been accepted by the COR and discussed with all engaged in the activity, including the Contractor, subcontractor(s), and Government on-site representatives.

(3) The names of the Competent/Qualified Person(s) required for a particular activity (for example, excavations, scaffolding, fall protection, other activities as specified by EM 385-1-1) shall be identified and included in the AHA. Proof of their competency/qualification shall be submitted to the contracting officer or COR for acceptance prior to the start of that work activity. The AHA shall be reviewed and modified as necessary to address changing site conditions, operations, or change of competent/qualified person(s).

(End of clause)

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:

(1) That is has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

(2) That is has obtained all necessary licenses and permits required to perform this contract; and,

(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

(End of clause)

652.243-70 NOTICES (AUG 1999)

Any notice or request relating to this contract given by either party to the other shall be in writing. Said notice or request shall be mailed or delivered by hand to the other party at the address provided in the schedule of the contract. All modifications to the contract must be made in writing by the Contracting Officer.

(End of clause)

I. LIST OF ATTACHMENTS

Attachment 1: Breakdown of Price by Divisions of Specifications
Attachment 2: Specifications
Attachment 3: Safety requirements for contractors and subcontractors

J. QUOTATION INFORMATION

The Offeror shall include Defense Base Act (DBA) insurance premium costs covering employees. The offeror may obtain DBA insurance directly from any Department of Labor approved providers at the DOL website at *http://www.dol.gov/owcp/dlhwc/lscarrier.htm*

A. QUALIFICATIONS OF OFFERORS

Offerors/quoters must be technically qualified and financially responsible to perform the work described in this solicitation. At a minimum, each Offeror/Quoter must meet the following requirements:

(1) Be able to understand written and spoken English;
(2) Have an established business with a permanent address and telephone listing;
(3) Be able to demonstrate prior construction experience with suitable references;
(4) Have the necessary personnel, equipment and financial resources available to perform the work;
(5) Have all licenses and permits required by local law;
(6) Meet all local insurance requirements;
(7) Have the ability to obtain or to post adequate performance security, such as bonds, irrevocable letters of credit or guarantees issued by a reputable financial institution;
(8) Have no adverse criminal record; and
(9) Have no political or business affiliation which could be considered contrary to the interests of the United States.

B. SUBMISSION OF QUOTATIONS

This solicitation is for the performance of the construction services described in SCOPE OF WORK, and the Attachments which are a part of this request for quotation.

Each quotation must consist of the following:		
VOLUME	TITLE	NUMBER OF COPIES*

I	Standard Form 1442 including a completed Attachment 1, "BREAKDOWN OF PROPOSAL PRICE BY DIVISIONS OF SPECIFICATIONS	1
II	Performance schedule in the form of a "bar chart" and Business Management/Technical Proposal	1

Submit the complete quotation to the address indicated. If mailed, on Standard Form 1442, or if hand-delivered, use the address set forth below:

AMERICAN EMBASSY BOGOTA
CARRERA 45 NO. 24B-27,
ATTN: Eila Sepulveda GSO –BOGOTA

The Offeror/Quoter shall identify and explain/justify any deviations, exceptions, or conditional assumptions taken with respect to any of the instructions or requirements of this request for quotation in the appropriate volume of the offer.

Volume II: Performance schedule and Business Management/Technical Proposal.

(a) Present the performance schedule in the form of a "bar chart" indicating when the various portions of the work will be commenced and completed within the required schedule. This bar chart shall be in sufficient detail to clearly show each segregable portion of work and its planned commencement and completion date.

(b) The Business Management/Technical Proposal shall be in two parts, including the following information:

Proposed Work Information - Provide the following:

(1) A list of the names, addresses and telephone numbers of the owners, partners, and principal officers of the Offeror;

(2) The name and address of the Offeror's field superintendent for this project;

(3) A list of the names, addresses, and telephone numbers of subcontractors and principal materials suppliers to be used on the project, indicating what portions of the work will be performed by them; and,

Experience and Past Performance - List all contracts and subcontracts your company has held over the past three years for the same or similar work. Provide the following information for each contract and subcontract:

(1) Customer's name, address, and telephone numbers of customer's lead contract and technical personnel;

(2) Contract number and type;

(3) Date of the contract award place(s) of performance, and completion dates; Contract dollar value;

(4) Brief description of the work, including responsibilities; and

(5) Any litigation currently in process or occurring within last 5 years.

C. 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) A site visit has been scheduled for **August 31 at 10AM.**

(c) Participants will meet at **CARRERA 45 NO. 24B-27**

D. MAGNITUDE OF CONSTRUCTION PROJECT

It is anticipated that the range in price of this contract will be under **$180,000 USD**

E. LATE QUOTATIONS. Late quotations shall be handled in accordance with FAR.

F. 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer.

Also, the full text of a solicitation provision may be accessed electronically at: *http://acquisition.gov/far/index.html/* or *http://farsite.hill.af.mil/vffara.htm*. Please note these addresses are subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at *http://www.statebuy.state.gov* to access the link to the FAR, or use of an Internet "search engine" (for example, Google, Yahoo or Excite) is suggested to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation provisions are incorporated by reference (48 CFR CH. 1):

PROVISION	TITLE AND DATE
52.204-7	SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2016)
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)

K. EVALUATION CRITERIA

Award will be made to the lowest priced, acceptable, responsible quoter. The Government reserves the right to reject quotations that are unreasonably low or high in price.

The Government will determine acceptability by assessing the offeror's compliance with the terms of the RFQ. The Government will determine responsibility by analyzing whether the apparent successful quoter complies with the requirements of FAR 9.1, including:

- ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- satisfactory record of integrity and business ethics;
- necessary organization, experience, and skills or the ability to obtain them;
- necessary equipment and facilities or the ability to obtain them; and
- otherwise, qualified and eligible to receive an award under applicable laws and regulations.

SECTION L - REPRESENTATIONS, CERTIFICATIONS AND
OTHER STATEMENTS OF OFFERORS OR QUOTERS

L.1 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

"Common parent", as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)", as used in this provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision in order to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325 (d), reporting requirements of 26 USC 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments

(c) otherwise due under the contract.

(d) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (3l USC 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(e) Taxpayer Identification Number (TIN).

TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of Organization.

☐ Sole Proprietorship;

☐ Partnership;

☐ Corporate Entity (not tax exempt);

☐ Corporate Entity (tax exempt);

☐ Government Entity (Federal, State or local);

- ☐ Foreign Government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____.

(f) Common Parent.

- ☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.
- ☐ Name and TIN of common parent:
  Name _____
  TIN_____

(End of provision)

L.2 FAR 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAR 2020)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is***_236118, _236220, _237110, _237310, _237990***.

(2) The small business size standard is **$36.5 Million USD**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) (1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

(i) □ Paragraph (d) applies.

(ii) □ Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)

(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless–

(A) The acquisition is to be made under the simplified acquisition procedures in part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed $150,000.

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that-

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) 52.204-26, Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.

(vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-Representation.

(viii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(x) 52.214-14, Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xiv) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xvi) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.

(xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation. This provision applies to solicitations that include the clause at 52.204-7.)

(xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xxi) 52.225-4, Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than $25,000, the basic provision applies.

(B) If the acquisition value is $25,000 or more but is less than $50,000, the provision with its Alternate I applies.

(C) If the acquisition value is $50,000 or more but is less than $83,099, the provision with its Alternate II applies.

(D) If the acquisition value is $83,099 or more but is less than $100,000, the provision with its Alternate III applies.

(xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xxiii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.

(xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

__ (i) 52.204-17, Ownership or Control of Offeror.

__ (ii) 52.204-20, Predecessor of Offeror.

__ (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

__ (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Certification.

__ (v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.

__ (vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA–Designated Products (Alternate I only).

__ (vii) 52.227-6, Royalty Information.

____ (A) Basic.

____ (B) Alternate I.

__ (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically in SAM website accessed through https://www.sam.gov. After reviewing the SAM information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause # Title Date Change
_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM

(End of provision)

L.3 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items.

(a) *Definitions*. As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i)Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii)Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i)Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii)Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures*. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation*. The Offeror represents that—

(1)It □ will, □ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2)After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It □ does, □ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures*.

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i)For covered equipment—

(A)The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B)A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C)Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii)For covered services—

(A)If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B)If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i)For covered equipment—

(A)The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B)A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C)Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii)For covered services—

(A)If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B)If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

L.4. 52.209-2 Prohibition on Contracting with Inverted Domestic Corporations Representation (Nov 2015)

(a) Definitions. "Inverted domestic corporation" and "subsidiary" have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (52.209-10).

(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(c) Representation. The Offeror represents that.

(1) It □ is, □ is not an inverted domestic corporation; and

(2) It □ is, □ is not a subsidiary of an inverted domestic corporation.

(End of provision)

L.5. 52.225-18 PLACE OF MANUFACTURE (SEPT 2006)

(a) *Definitions*. As used in this clause—

" Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except—

(1) FSC 5510, Lumber and Related Basic Wood Materials;
(2) Federal Supply Group (FSG) 87, Agricultural Supplies;
(3) FSG 88, Live Animals;
(4) FSG 89, Food and Related Consumables;
(5) FSC 9410, Crude Grades of Plant Materials;
(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
(8) FSC 9610, Ores;
(9) FSC 9620, Minerals, Natural and Synthetic; and
(10) FSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) [ ] In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or
(2) [ ] Outside the United States.

(End of provision)

L.6 AUTHORIZED CONTRACTOR ADMINISTRATOR

If the offeror does not fill-in the blanks below, the official who signed the offer will be deemed to be the offeror's representative for Contract Administration, which includes all matters pertaining to payments.

Name:
Telephone Number:
Address:

L.7 52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN – CERTIFICATION (AUG 2009)

(a) *Definitions*. As used in this provision—

"Business operations" means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

"Marginalized populations of Sudan" means—

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

(b) *Certification*. By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan.

(End of provision)

ATTACHMENT #1 Breakdown of Price by Divisions of Specifications

Item	Description	Unit	Quantity	Unit Price	Total Value
1	**CONCRETE SLAB AND SIDEWALK FOR FOOD TRUCK AREA (A=126 m2)**		**126**		**0**
1.1	Shop drawings, provisional enclousure and camp, and safety program	LS	1		0
1.2	Excavation	M3	32		0
1.3	Base compacting	M2	126		0
1.4	Filling with selected material B-400	M3	19		0
1.5	woven geo-textile (Pavco 2400 or equivalent)	M2	126		0
1.6	Concrete f'c=3000 psi, 10 cms thk.	M2	126		0
1.7	Rebars (metal mesh 15 cms x 5 mm dia)	M2	126		0
1.8	Sandstone tiles matching existing pattern - 2.5 cms thk	M2	90		0
1.9	Washed gravel #2-1/2, 2.5 cms thk	M2	36		0
1.10	Lawn repair	M2	15		0
1.11	Overhead and Profit (AIU) plus VAT (IVA)	LS	1		0
2	**CONCRETE SLAB FOR OMA KIOSK (A=56 m2)**		**56**		**0**
2.1	Shop drawings, provisional enclousure and camp, and safety program	LS	1		0
2.2	Excavation	M3	14		0
2.3	Base compacting	M2	56		0
2.4	Filling with selected material B-400	M3	8		0
2.5	woven geo-textile (Pavco 2400 or equivalent)	M2	56		0
2.6	Concrete f'c=3000 psi, 10 cms thk.	M2	56		0
2.7	Rebars (metal mesh 15 cms x 5 mm dia)	M2	56		0
2.8	Sandstone tiles matching existing pattern - 2.5 cms thk	M2	49		0
2.9	Washed gravel #2-1/2, 2.5 cms thk	M2	7		0
2.10	Lawn repair	M2	10		0
2.11	Overhead and Profit (AIU) plus VAT (IVA)	LS	1		0
3	**SIDEWALKS BEHIND MANAGEMENT AND MLGP BUILDINGS (A=283 m2)**		**283**		**0**
3.1	Shop drawings, provisional enclousure and camp, and safety program	LS	1		0
3.2	Excavation	M3	71		0
3.3	Base compacting	M2	283		0
3.4	Filling with selected material B-400	M3	42		0
3.5	woven geo-textile (Pavco 2400 or equivalent)	M2	283		0
3.6	Concrete f'c=3000 psi, 10 cms thk.	M2	283		0
3.7	Rebars (metal mesh 15 cms x 5 mm dia)	M2	283		0
3.8	Washed gravel #2-1/2, 2.5 cms thk	M2	283		0
3.9	Lawn repair	M2	30		0
3.10	Overhead and Profit (AIU) plus VAT (IVA)	LS	1		0
	TOTAL COST				**0**

ATTACHMENT #2 Specifications

STATEMENT OF WORK

1.1 PROJECT DATA

A. Project Title:

B. REPAIR OF SIDEWALKS AND CONCRETE SLABS FOR OMA KIOSK, FOOD TRUCK AREA AND SPACE BEHIND THE MIL-GP AND MANAGEMENT ANNEX BUILDINGS

C. Project Location:
The site is located at the American Embassy Bogotá, Colombia.
Address: Carrera. 45 No. 24B - 27.

1.2 PROJECT SCOPE

A. Contractor is solely responsible for providing complete construction and engineering services, contract coordination and supervision, and delivery of material including but not limited to the management, professional design services, and construction necessary to meet the requirements of this contract within the established schedules. General description of the project includes but is not limited to:

Appropriation of engineering design and construction work for replacing the damaged CONCRETE SLABS AND SIDEWALKS, as indicated on drawings and as follow:

1. Concrete slab and sidewalk for Food Truck Area = 126 M2
2. Concrete slab for OMA Kiosk = 56 M2
3. Sidewalks behind Management Annex and MLGP buildings = 283 M2

B. Limit of Construction:

4. The Contract includes all work within the U.S. Government (USG) property line.
5. The Contractor must coordinate through the Contracting Officer Representative (COR) and the embassy's administration regarding schedules, work procedures, access, connectivity and any other issues that may arise during the design and construction.
6. Contractor shall verify existing site conditions.

C. Contractor shall plan this project in accordance with the following requirements:

1. Security procedures described in this document.
2. Specifications and design documents.

D. Permits and Licenses:

1. The required safety certifications must be completed before any work is performed.
2. Any certifications that are required by local law must be signed by the respective parties: Contractor and COR.
3. The Contractor must document in the bid how hazard controls will be implemented and maintained during the project and will be responsible for its execution during the performance of the work.
4. The COR will have the authority to stop unsafe work that does not conform to the requirements – Any cost resulting from this action which affects the contract will be assumed by the contractor.

E. USG Work / Coordination:

1. Contractor shall coordinate with the COR the designs, schedules, specifications and work in order to minimize the impact to the end-users. If it's necessary to close the operation of any facilities at the embassy compound, every effort must be done to assure that the activities will be done as fast as possible. In all cases, there must be previous coordination of all activities with the embassy representatives.

1.3 GENERAL PROJECT REQUIREMENTS

A. General Requirements
General specifications included in this statement of work (SOW) must be followed, but it is the responsibility of the Contractor to make an appraisal to guarantee the final result of the work.

The Contractor is responsible for ensuring that the current physical condition of the grounds and other areas are maintained. The Contractor will be responsible for repairs in the event that any damage is caused by screen installation, displacement of machinery, collection of materials and/or debris.

THE FOLLOWING SPECIFICATIONS APPLY TO ANY AND ALL WORK

Safety, Health and Environment

The contractor will accept all legal dispositions currently in force concerning safety for staff and workers, as well as for the public who directly or indirectly may be affected by the work. The contractor will follow the most stringent standard between the Safety and Health Requirements Manual established by the US Army Corps of Engineers:
http://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM_385-1-1.pdf

or, the Colombian laws on industrial safety as established by the Ministry of Labor. - Safety requirements to be strictly followed in Attachment 3.

General cleaning:

- The contractor will take left over materials to an authorized dumpsite not affecting Embassy or third party interests. No claims will be accepted for transportation.
- Once the work is completed, or part of the work is finished, the contractor will proceed to remove all materials left over, all debris and other residual materials and will execute a thorough general cleaning of all inner and outer areas, or in those areas indicated by the contracting party.
- The Contractor will also undertake repairs to eliminate scratches and damages observed by both, the contractor and the contracting party, so that the construction site may be handed over to the Embassy in perfect condition. These repairs will not entail any additional cost to the contracting party and therefore will not constitute an additional cost to the contract.
- Once every element built has being thoroughly cleaned by the contractor, a general sweep will take place to remove every small residue possible left over by the final repairs.

B. Project Budget.
1. The Contractor shall determine the price of materials, labor and equipment for the work anticipated for all aspects of the construction project.
2. Construction budget estimates shall be expressed in terms of prevailing Bogota labor and material rates in Colombian pesos.

C. Drawing Format & Communications
1. CAD – Licensed AutoCAD
2. All drawings, specifications, cost estimates, and other portions of submittals shall be prepared in English.

D. Meetings
1. The Contractor shall prepare a detailed written record of all conferences and meetings with the COR related to the Project.
2. Confirmation of telephone conversations in which decisions affecting the project are made shall also be prepared in writing.
3. Two (2) copies of these records shall be submitted to the COR within five calendar (5) days of the event.
4. The written format established by the Contractor for these records shall be subject to the approval of the COR.

E. Design
1. Match existing materials and design where applicable.
2. The Contractor shall follow all specifications and drawings from the government design.
3. No changes can be performed to the design documents unless explicitly authorized in writing by the COR. A record of any changes must be maintained and submitted with the final documentation.

F. Project schedule
This project must be completed in 75 calendar days from the notice to proceed given by the Contracting Officer.

1.4 CONSTRUCTION REQUIREMENTS

A. General Requirements:

Following are the main characteristics of the work to be performed; all costs included, so that the contractor may review them, prepare the quotation based on them and perform the work as defined on these parameters.

Remember that this quotation must includes all costs for labor, materials, equipment, etc., and all other items necessary and incidental to the design and construction of the recollection system in accordance with the criteria, drawings and specifications.

B. Engineering Requirements:
As described in construction specifications and the recommendations showed in the soil report. Civil engineering design must match existing conditions.

C. Structural Requirements:
As described in construction specifications.

D. ***Mechanical Requirements:***
N/A

E. Plumbing:
N/A

F. ***Electrical Requirements:***
N/A

G. ***Security Requirements:***

1. ***All documents, drawings, submittals and any information related to the project is sensitive but unclassified, SBU, and must be released, saved, transmitted and filed accordingly.***
2. ***Before initiating the work, for control purposes, a list with the names of all workers and staff will be provided to the Embassy, indicating worker's full names and ID card numbers. The list will contain full names (names and surnames), ID number and place of issuance, telephone number and address. The American Embassy reserves the right to admit or deny the entrance to workers.***

1.5 ROLE OF GOVERNMENT IN PROJECT CONSTRUCTION

A. Project Design
Provide clarification on the scope and intent of design documents.

B. Project Execution
1. The COR will be the liaison between the contractor and the Embassy and any inquiry, problem, task or activity must be coordinated in advance.

1.6 CONSTRUCTION DOCUMENTATION
Submittal Requirements: The requirements within this SOW serve as direction to the Contractor in the development and delivery of a complete set of construction submittals.

- Construction Sequencing and Execution Plan:

Shall be submitted for approval to the COR.

- Submittal Materials:

All materials required for the execution of the project shall be submitted for approval to the COR.

- The Contractor shall prepare and organize all cost estimates.

The Contractor shall identify prices for materials, labor and equipment which are available locally and that may be used for the work.

- Overhead, profit and contingency assumptions shall be separately identified. Any costs for taxes, duties etc. that may be applied to this project by the local government shall be separately identified.

- General conditions for construction shall be shown in detail denoting the cost elements for direct costs for material, labor, equipment and other costs such as mobilization, permits, bonds, main office expense, shipping, etc.

1.7 CONTRACT ADMINISTRATION

A. Contracting Officer's Representative (COR): All reports, drawings, discs, cost estimates, etc. shall be submitted to the Facility Management Office.

B. A Government Technical Monitor (GTM) is designated for technical advice, substantive guidance, inspection and other purposes as deemed necessary under the contract.

C. Letters and packages shall be addressed as follows:
U.S. Embassy – Bogotá
Cra. 45 No. 24B-27
Facility Management Office - FAC

All deliverables shall include identification of the project as:

REPAIR OF SIDEWALKS AND CONCRETE SLABS FOR OMA KIOSK, FOOD TRUCK AND BEHIND MLGP AND MANAGEMENT ANNEX BUILDINGS

1.8 QUOTE

A. A technical site visit is required for quoting purposes.

B. Quote prices MUST be valid for a period of 6 months from the date the contract is signed.

C. Estimated timeframe for completion de work: 60 calendar days.

1.9 ATTACHEMENTS:

1. Quantity chart
2. Drawings
3. Safety Requirements for contractors.

END STATEMENT OF WORK

PROJECT DETAILED INFORMATION

Following are described the activities to be performed:

- **Demolition:**

The contractor shall use concrete cutters and jackhammer where required, to break the concrete slab and any foundation on site in accordance with drawings.

- **Manual excavation:**

Excavation will only be done manually. The material left from the excavation, may not be stored in the upper edge of the excavation but should be loaded immediately to dump trucks and taken out of the Embassy limits to the place established by the authorities for dumping.

The contractor will provide signage to all those places where excavations are being undertaken (safety signals) and will provide provisional marking. This marking will be done using yellow plastic tape, 8 cm wide, and supported by temporary posts properly anchored to the soil. Each tape signal will have 3 lines of tape to protect people, vehicles, and animals, and avoid possible accidents. (The contractor will assume this cost in his general administrative costs, including installation, maintenance and removal)

Materials left over from excavation will be removed by the contractor according to the instructions issued by the COR.

Excavations will adjust to levels, horizontal, vertical and gradient planes, and therefore should be perfectly trimmed to the height contours and other architectonic structural details, taking into account the geological studies of the soil.
In the event the contractor exceeds the excavation specifications, he must fill in using granular material previously approved by the contracting party or soil engineer. Costs arising from over-excavating, including the fill, will be assumed by the contractor.
The contractor will verify in the soil study plan, any special recommendations to be followed when undertaking the excavation. Provisional slopes and banks used to stabilize the excavation shall be approved by the soil engineer or soil advisor.

- ***Compacting the sub-grade***

Once the excavation work is finished, the exposed subsoil will be compacted by mechanical means. In the case of ditches and trenches, compacting will be done by manual means, until a compact rate of 90% is obtained, from the maximum data obtained in the laboratory on the modified Proctor test.
Subsoil will be compacted by several passes of a plane compacter.

- ***Woven geo-textile***

A long fiber woven geo-textile will be installed (Pavco 2400 or equivalent) between the granular fill and the soil. The geo-textile will be placed loosely in order to avoid punctures due to the aggregate compacting.

Overlaps and seams will be done according to instructions from the manufacturers.
The value of this item will be quoted per square meter of surface covered, including provisions for supporting the fabric in gradients or vertical surfaces.

- **Base material B-400:**

a) The base material to be used will be non-plastic, B-400 type. Special care will be taken in the strict compliance of the limits, for which tests will be conducted before beginning the construction of the fill, during the fill operation, and when observing changes in the characteristics from the material sent to the work site.
b) Material will begin to be placed according to the local B-400 standard in the area where excavation is deeper, carrying out compacting and placing 0.15 m layers, by using a cylinder, until reaching a minimum density of 100% as per of the Proctor modified test.
c) The density will be verified at a point for every 100 m².

d) To control the compacting degree, 3 Proctor tests will be conducted on the material to be used.
e) The fill material will continue to be used in a similar way verifying the compacting index for layer in place.

The fill material will comply with local specifications.

All filled areas wider than 2.4 m will be compacted using heavy vibrator equipment (above 1 ton).

The value of this item will be per cubic compacted meter, including the laboratory tests in situ.

- **Concrete:**

All activities concerning reinforced concrete will be executed according to the applicable norms of the Code NSR-10, especially those corresponding to Title C.
The concrete resistance will be f'c=3000 psi.
The concrete and steel construction quality and procedures are detailed in the drawings.
The curing and protection of concrete will be done using "antisol" white or similar product previous authorization by the contracting party. Concrete handling procedures and installation will follow manufacturer's specifications. The supply and application price should be included in any activity using concrete.
After finishing the concrete slab, the entire exposed granular material around the perimeter will be covered with grass.
Leveling differences in excess of 3mm will not be allowed in the finished surface.

Concrete slab will be built according to the dimensions and in the places shown in the drawing, or in its defect, where the contracting party indicates. The alignments and the traverse slopes will be between 1.5% to 3% and the longitudinal slope will be parallel with the nearest axis of the building.
The contractor will clear the soil and dig for the box in such a way that he will move away material up to a depth of 25 cm, following the parameters set out by the "Land Clearance" activity, "Excavation Manual" and "Mechanical Excavation" activities.
Once excavation has been made, the subsoil will be compacted according to the parameters described in the activity "Subsoil compacting".
The box will be filled with granular material, 15 cm thick, using gravel B-400 which will be compacted according to the parameters described in "Conforming Material."
Over this base, a 3000 psi concrete slab will be place of 10 cm. thick, according to the parameters set down in "Concrete Slab."
Before casting the concrete, building joints will be put in place in such a way that they always form square figures not exceeding 2mt per side.
Later on, concrete will be cast using the checked board system.
In all cases, the squares will be reinforced with electro-welded meshes to provide for the retraction of concrete forging. The mesh will be cut to guarantee it will be covered by the concrete in all directions and leave a 2cm high concrete cube to separate it from the floor.
All the borders will be finished so that there will not be no sharp edges. Borders will have 5mm radio.
The concrete form will be retired 24 hours after casting the concrete, with the prior authorization of the contracting party.
The surface of the concrete will not show differences in excess of 3 mm using a metallic rule 3 meters long supported in any direction excepting those places where a gradient is specified.
The walkway will be open to service 10 days after casting the concrete and when 80% resistance has been achieved, measured at 28 days casting.

The final finish of the sidewalks will come in washed gravel (gravilla mona # 2-1/2) in all its area. This gravel will follow the same dilations pattern of the concrete sidewalks. The contractor will exercise special care when casting, making sure the gravel is evenly spread and free from cement stains. For concrete slabs, the final finish shall be in sandstone tiles of 2.5 cms. Thk. and washed graved around them, matching patterns of the existing floors.

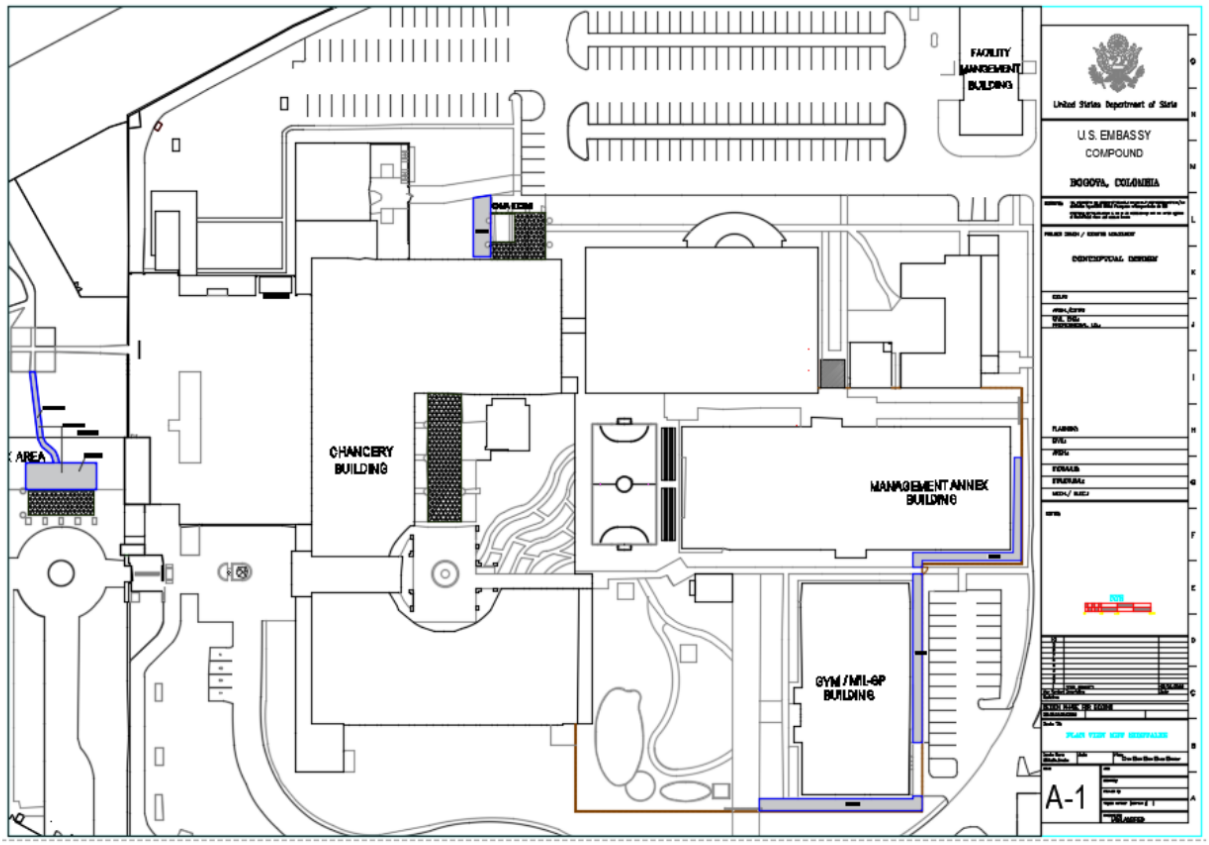
- **Reinforcement:**

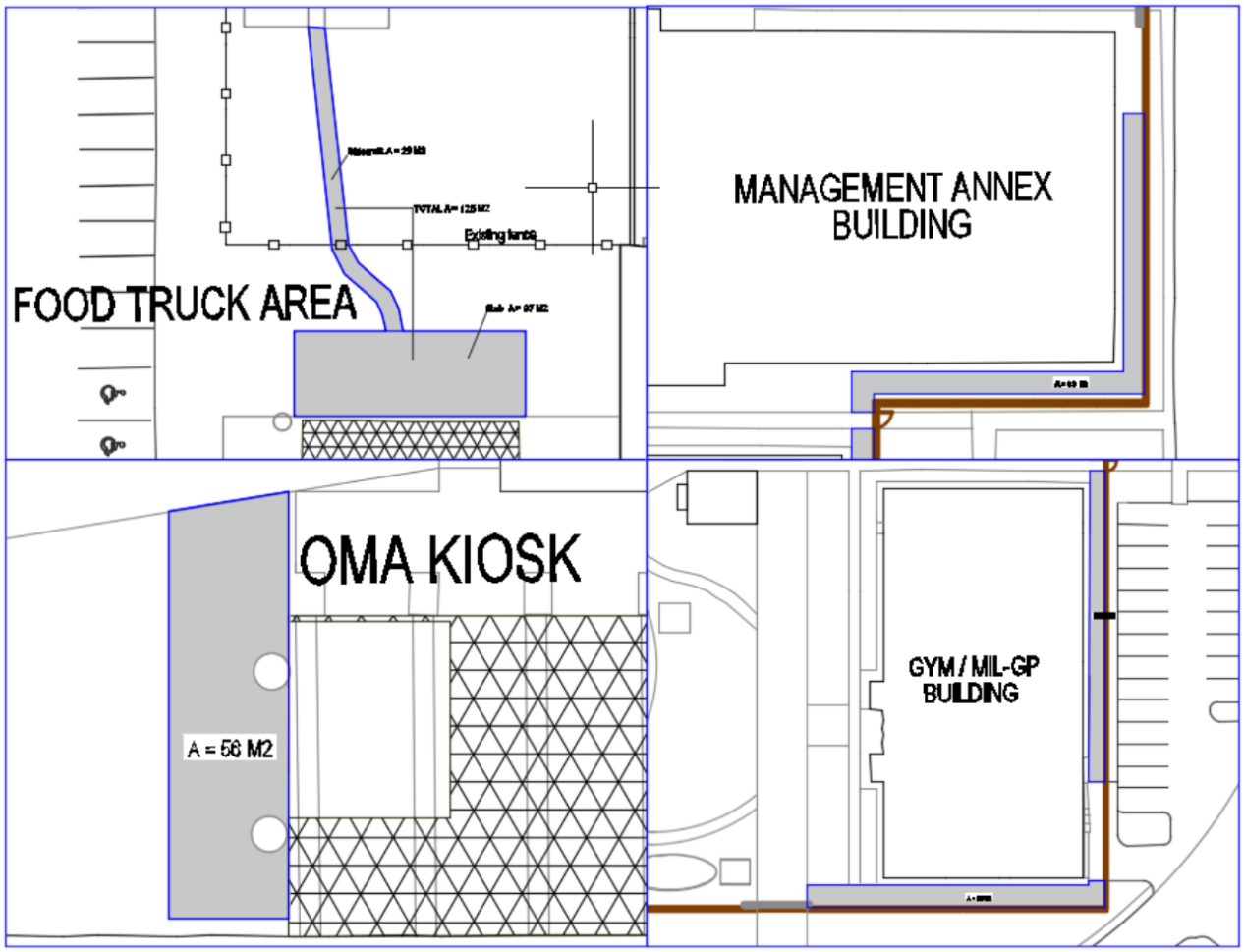
Everything concerning this activity shall comply with the standards set by Code NSR-10 particularly those corresponding to Title C, and the technical standards NTC 161, NTC 248, NTC 2289, ASTM A 305, ASTM A 615, and ASTM A 706.
For this project, use a metal mesh 15x15 cmx 6 mm thk. Fy=60 ksi.
The contractor will order a quality control test performed in a laboratory approved by the contracting party to be carried out for every ten tons of reinforcement or less, taking at least 2 test tubes for each diameter used.
The cost of these tests will be assumed by the contractor.

The time frame for completing the work: 60 calendar days.

ATTACHMENT #2

Drawing:

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ATTACHMENT 3: Safety requirements for contractors and subcontractors

For both phases:

SAFETY REQUIREMENTS FOR CONTRACTORS AND SUBCONTRACTORS

The purpose of this document is to ensure compliance with current safety regulations as well as the health and safety of personnel avoiding any damage or injury. The contractor will accept all legal requirements or regulations currently enforced that concern safety for staff and workers, as well as for the public who directly or indirectly may be affected by the work.

The Contracting Officer's Representative (COR) will ensure all the Safety Requirements are implemented before and during the project and, in case it is needed, the COR will be in contact with the Post Occupational Safety and Health Officer (POSHO) to ensure all the safety standards are followed and to share any related information if possible.

The contractor will follow the more restrictive standard between the Safety and Health Requirements Manual established by the US Army Corps of Engineers (http://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM_385-1-1.pdf) or the Colombian laws on industrial safety as established by the Ministry of Labor as follows:

1. **General Safety Requirements**

   a. The contractor must demonstrate understanding of his/her responsibilities related to the safety requirements by addressing hazards in preplanning processes and meetings.
   b. Prior to starting a project, the contractor is required to review the work site and identify hazards that may occur while performing the job.
   c. The contractor is expected to provide a "competent person" to implement Site health and safety plan and to oversee its compliance. A competent person is an individual who, by way of training and/or experience, is knowledgeable of applicable standards, is capable of identifying workplace hazards relating to the specific operation, is designated by the employer, and has authority to take appropriate actions.
   d. The contractor is required to provide the proof of payment of local insurances (EPS, ARL) of all the employees that will be involved in the project. Likewise, the contractor is required to provide monthly payment documents of local insurance for the length of work.
   e. The contractor will conduct a safety briefing before starting daily work.
   f. Contractor personnel who have signs of drunkenness or who are under the influence of stimulants or hallucinogens will be denied entry to the work area.
   g. The contractor shall ensure individuals working at the site are trained and aware of potential hazards. The contractor shall ensure that these individuals are provided with proper safety equipment to prevent accidental injury in accordance with the requirements of the contract.
   h. The contractor must accept the safety standards set by the US Embassy.
   i. All workers will remove all chains, rings, watches and/or bracelets during the execution of work.
   j. Smoking is prohibited at the work site and will use only designated area for smokers.
   k. The contractor will report accidents to the COR who will pass the proper data to the POSHO or Safety Coordinator.

2. **Barricading and Warning Signs**

   a. The contractor must place provisional barricades and warning signs to maintain a safe and accessible path-of-travel for all pedestrians, including those with disabilities, in order to avoid accidents to third parties. Barricades alert others about hazards created by construction activities and should be used to control vehicular traffic around the work site as well.
   b. Erect and maintain for the duration of the Contract proper barricades including fencing material, traffic cones, caution tape and temporary curb ramps complying with all access codes and regulations.
   c. Ensure that no construction materials be stored and/or placed on the path-of travel.
   d. Maintain the construction barriers in a sound, neat, and clean condition.

3. **Personal Protective Equipment (PPE) Requirements**

   a. Contractor personnel must use personal protective equipment (PPE) required and in accordance with the contracted work.
   b. The contractor is required to inspect and maintain spare PPE in case of damage, deterioration or loss of the equipment.
   c. The PPE used must meet the technical specifications required by Colombian regulation and international standards.
   d. Sharp cutting tools must be carried in Tools Carrying Cases; under no circumstances they are to be carried in uniform pockets.
   e. In those tasks where PPE certified is required, the contractor must provide the current certification.
   f. The contractor must provide records of PPE received for all the employees involved in the task.

4. **Safety inspections requirements**

   a. All tools, equipment and/or machinery that will be used in the execution of the contracted work must be inspected by a competent person before starting the project.
   b. COR and/or Safety representatives of the US Embassy may inspect equipment, tools and/or machinery of the contractor at any time and may request to change it if deemed necessary.

5. Hand and Power Tool Safety

a. The contractor must ensure the safety of tools and equipment used by its employees.
b. Inspected at regular intervals and maintain in good condition all tools in accordance with the manufacture's specifications.
c. Ensure that tools are used for their intended purposes.

6. Emergency Response Requirements

a. In case of an emergency within the US Embassy facilities and/or during the execution of the contracted work, contractor personnel must follow the instructions given by the Embassy representative (escort) who is supervising the work, or security personnel.
b. The contractor must not obstruct emergency response equipment such as first aid kits, fire extinguishers, fire cabinets, defibrillators, spill kits, stretchers, eye wash stations or safety signs.

7. High Risk Work Requirements

a. The contractor shall submit certificates of training for each person who will conduct the task. These certificates must be submitted before starting the execution of the project.
b. The contractor shall prepare a work permit specifically for the task and must be provided to the COR before the initiation of work.
c. The contractor must send a risk assessment of the task in a minimum period of eight working days before commencement of work. The POSHO or Safety Coordinator will review the document and make any comment it deems necessary.
d. The execution of high-risk activities will be carried out with a minimum of two people present that may give first aid or notice in case of emergency.

8. Electrical Safety

a. The contractor shall fully comply with the Embassy policies related with Electrical Safety Work Practices and Work-de energized to prevent any incident that may impact the health of personnel and/or Post electrical systems.
b. All personnel conducting electrical work shall be sufficient trained and considered as competent persons prior to performing the work.
c. The contractor should identify any potential sources of electrical energy likely to cause death, injury, or serious physical harm.
d. Ensure all work is performed in accordance with local regulation and U.S. standards.

9. Fall Protection Requirements

All work performed at more than 1.50 meters (5ft) is considered work at heights based on local laws, therefore the contractor must strictly comply with local Resolution 1409/2012:

a. All equipment to work at elevated surfaces must meet at least the ANSI Z359.1 standards or European counterparts.
b. All contractor personnel using equipment for work at heights must follow the instructions and warnings associated with such equipment.
c. Contractor personnel will not use as an anchor point for work, ladders, piping or pipe supports.
d. If an anchor point does not offer the recommended resistance for fall protection (5000lbs), the contractor must provide protective equipment for heights with dampers that may decrease the impact force.
e. Scissor scaffolds are prohibited. Only use multi directional/modular scaffolding properly certified.
f. Use dielectric ladders to work with electricity and areas with electrical influence.
g. It is forbidden to stand on or above the second top rung of the ladders.
h. All personnel performing work above 5 ft (1.5mts) must use at least the following personal protection equipment: helmet (dielectric if needed), with chin strap and three support points, safety glasses that protect eyes from impacts, with UV protection; hearing protection if necessary, gloves with high resistance to abrasion, slip reinforced toe boots, work clothes according to weather conditions and risk factors and proper fall protection systems.
i. The contractor must submit to the COR, in a minimum period of eight working days before starting the work, the training certificates of all workers who will perform the job. The certificate must comply with the provisions of Resolution 3673/ 2008. A re-training should be provided to employees at least once a year as required by local legislation.

10. Scaffolding Requirements

a. The contractor is responsible for proving safe conditions when using, erecting and breaking down scaffolding.
b. Scaffolds should be erected and dismantled by competent workers, under the supervision of knowledgeable and experienced supervisors.
c. Scaffolds should be erected on a rigid surface, capable of carrying the maximum intended load without settling or displacement.
d. Ensure scaffold is equipped with standard guardrails and toe boards on all open sides nd ends of platforms four to ten feet in height.
e. Provide an access ladder or equivalent safe access.
f. Supported scaffolds with a height to base width ratio of more than four to one (4:1) shall be restrained from tipping by guying, tying, bracing, or equivalent means.

11. Requirements for Chemical Substance Management

a. If the contracted task requires the use of chemicals, the contractor must comply with the specifications required by local law or U.S standards for storage, handling and transportation.
b. The contractor is responsible for verifying the correct handling of each product such as storage, labeling, required PPE, disposal of waste in compliance with safety and environment regulations.
c. Contractor shall have accessible copies of Safety Data Sheets (SDS) for each chemical brought onto Post's property.
d. Forward SDSs of hazardous materials to the COR for review.
e. Use and store all hazardous or flammable chemicals brought on the project site in approved containers.

12. Requirements for Lifting loads, use of cranes or elevating work platforms

a. The contractor must submit to the COR certificates of the equipment (issued by a certified ONAC entity) used for the work (including forklift, cranes and elevating platforms) and required documents of the vehicles (SOAT, ownership card and mechanical inspections).
b. The contractor shall send to the COR all the certificates (issued by a certified ONAC entity) of all the slings, chains, shackles or other elements used for lifting loads.
c. The contractor shall send to the COR training certificates of all the personnel that will perform the task.
d. The contractor shall send to the COR the Maintenance Program of the equipment and machinery that will be brought onto the compound.
e. The contractor shall forward to the COR the loading and unloading procedure prior to the operation.
f. The contractor must make a plan to ensure the lifting capacity of the crane or arm relative to its load.

13. Welding

a. Before cutting or welding is permitted, the COR shall inspect the area for authorizing the operation to reduce the potential of an uncontrolled ignition of materials.
b. The contractor shall obtained a hot work permit thru the COR from the POSHO or Safety Coordinator prior to the hot work activity within occupied existing facilities, 40 feet of a building or potential hazard such as a fuel storage tank, and confined spaces regardless of location.
c. Establish work area barriers according to the job to be performed to protect also pedestrians, these barriers shall comply with OSHA standards and post's hot work policy.
d. Suitable fire extinguishing equipment shall be maintained on site and in a state of readiness for instant use.
e. Cutting and welding shall be performed only in areas that are or have been made fire safe. When the task cannot be relocated, the area shall be made safe by removing combustibles or protecting combustibles from ignition sources.
f. The contractor shall ensure all welder operators and attendants exposed to the hazard use proper welding personal protection equipment.

14. Road Safety Requirements

a. The vehicle must have the basic elements of emergency response. NTC 4532.
b. Vans and trucks must have vehicle back-up alarms and back-up sensors.
c. The contractor must submit to the COR the required documents of vehicles (SOAT, ownership card and mechanical inspections).

15. Requirements Confined Spaces

a. For any work to be performed in confined spaces, you must consult with the Safety Office to identify and comply with all the mandatory requirements established by OBO/SHEM.

16. Tree trimming and removal

a. Assume that all power lines are energized.
b. Contact the utility company to discuss de-energizing and grounding or shielding of power lines.
c. All tree trimming or removal work within ten feet of a power line must be done by trained and experienced line-clearance tree trimmers. A second tree trimmer is required within normal voice communication range.
d. Line-clearance tree trimmers must be aware of and maintain the proper minimum approach distances when working around energized power lines.
e. Use extreme caution when moving ladders and equipment around downed trees and power lines.
f. Stay alert at all times.
g. Do not trim trees in dangerous weather conditions.
h. Perform a hazard assessment of the work area before starting work.
i. Eliminate or minimize exposure to hazards at the tree and in the surrounding area.
j. Operators of chain saws and other equipment should be trained and the equipment properly maintained.
k. Use personal protective equipment such as gloves, safety glasses, hard hats, hearing protection, etc., as recommended in the equipment manufacturer's operating manual.
l. Determine the tree's felling direction. Address forward lean, back lean, and/or side lean issues.
m. Determine the proper amount of hinge wood to safely guide the tree's fall. Provide a retreat path to a safe location.
n. Inspect tree limbs for strength and stability before climbing. Tree trimmers working aloft must use appropriate fall protection.

o. Do not climb with tools in your hands.
p. If broken trees are under pressure, determine the direction of the pressure and make small cuts to release it.
q. Use extreme care when felling a tree that has not fallen completely to the ground and is lodged against another tree.
r. Never turn your back on a falling tree.
s. Be alert and avoid objects thrown back by a tree as it falls.

17. Covid-19

The contractor must follow the guidelines and protocols established by the Colombian Government, as well as those issued by the Centers for Disease Control and Prevention (CDC) to prevent the spread of the Covid-19 and to guarantee the health and safety of both contractor personnel and Mission personnel.

Additional Notes

The Embassy COR will work directly with the contractor ensuring all Safety Requirements are met as describe in this document and in case it is needed the COR will report to the Embassy POSHO or Safety Coordinator any deficiency found before or during the execution of the project.
In case the COR identifies unsafe acts or conditions that could affect significantly the health or safety of Embassy personnel, contractors, subcontractors, third parties or government property, the work can be stopped by the COR until the condition is fixed. If different work conditions appear during the project, the COR can indicate further safety requirements to the contractor.
The COR may share safety related information with the POSHO and Safety Coordinator to guarantee personnel safety and government property conservation.

IN SPANISH

NORMAS GENERALES DE SEGURIDAD Y SALUD EN EL TRABAJO PARA CONTRATISTAS Y SUBCONTRATISTAS

El propósito del presente documento es asegurar el cumplimiento de la normatividad vigente así como la salud y seguridad de las personas evitando cualquier tipo de daño o lesión. El contratista acepta todas las regulaciones legales vigentes en materia de seguridad y salud para el personal, así como para el público que directa o indirectamente puede verse afectado por el proyecto.
El Representante del Jefe de Contratos (COR) se asegurará que todos los requerimientos de seguridad se implementen antes y durante la ejecución del proyecto y, en caso de que se necesite, el COR estará en contacto con el Oficial de Seguridad y Salud en el Trabajo (POSHO) para garantizar que todos los estándares de seguridad están siendo implementados y para compartir cualquier información relacionada, si así se requiere.
El contratista dará cumplimiento a la norma más restrictiva entre el Manual de Requisitos de seguridad y de salud establecidos por el Cuerpo de Ingenieros del Ejército de los EE.UU (http://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM_385-1-1.pdf) o las leyes colombianas en materia de seguridad industrial, según lo establecido por el Ministerio de Trabajo de la siguiente manera:

1. Requisitos Generales:

a. El contratista deberá demostrar comprensión de sus responsabilidades relacionas con los requisitos de seguridad controlando los peligros en los procesos durante planeación inicial y en las reuniones.
b. Antes de iniciar el proyecto, el contratista deberá revisar el área de trabajo e identificar los peligros y riesgos que pueden repercutir en la ejecución del trabajo.
c. El contratista deberá proporcionar una "persona competente" para implementar el plan de seguridad y salud en el lugar de trabajo y supervisar su cumplimiento. Una persona competente es una persona que, por medio de capacitación y/o experiencia, conoce las normas aplicables, es capaz de identificar los peligros en el lugar de trabajo relacionados con la operación. Debe ser una persona designada por el contratista y debe tener la autoridad de tomar las medidas y decisiones apropiadas.
d. El contratista está obligado a presentar las planillas de pago al Sistema General de Seguridad Social del personal que tenga trabajando en el proyecto. Así mismo, el contratista está obligado a enviar mensualmente las planillas vigentes durante el tiempo que dure la labor para la cual fueron contratados.
e. El contratista realizará una charla de seguridad diaria antes de iniciar la labor.
f. Está prohibido el ingreso de personal contratista que presente signos de embriaguez o que se encuentre bajo efectos de sustancias estimulantes o alucinógenas.
g. El contratista deberá asegurarse que las personas trabajando en el proyecto estén capacitadas y conozcan los peligros potenciales asociados a la labor. El contratista debe asegurarse que estas personas reciban los equipos apropiados para evitar lesiones de acuerdo con los requerimientos del contrato.
h. La empresa contratista deberá acoger las normas de seguridad establecidas por la Embajada.
i. La empresa contratista no permitirá a su personal el uso de cadenas, anillos, relojes y/o pulseras durante la ejecución de los trabajos.
j. Está prohibido fumar en el lugar de trabajo, sólo deberán hacerlo en las áreas designadas para este fin.
k. La empresa contratista deberá reportar cualquier accidente que se presente al COR quien transmitirá la información al POSHO o al Coordinador de Seguridad y Salud en el Trabajo de la Embajada.

2. Barricadas y Cerramientos

a. El contratista deberá instalar barricadas provisionales y señales de advertencia con el fin de mantener un camino seguro y accesible para los peatones, incluidos aquellos con discapacidad, a fin de evitar accidentes a terceros. Las barricadas y señales alertan a las demás personas sobre los peligros generados por las actividades propias del proyecto y también deben usarse para controlar el tráfico vehicular alrededor del sitio de trabajo.
b. El contratista deberá instalar y mantener durante la ejecución del proyecto barricadas tales como cercas, conos, cintas de precaución, rampas, aceras provisionales que cumplan con los códigos de acceso y regulaciones.

c. El contratista deberá asegurar que no se almacenen materiales de construcción en las áreas destinadas para desplazamientos peatonales y/o vehiculares.
d. Mantendrá las barricadas y cerramientos en condiciones seguras, ordenadas y limpias.

3. Requisitos de Elementos de Protección Personal:

a. El personal contratista deberá usar los Elementos de Protección Personal (EPP) requeridos y específicos para las labores contratadas.
b. La empresa contratista está obligada a inspeccionar y a mantener el inventario suficiente para el reemplazo de EPP en caso de daño, deterioro o pérdida.
c. Los EPPs usados por el personal contratista deben cumplir con las especificaciones técnicas exigidas por la legislación colombiana y las normas internaciones que los regulen.
d. El personal contratista que para el desarrollo de la labor deba utilizar herramientas y objetos corto-punzantes deben ser portados en canguros multi-herramientas; bajo ninguna circunstancia pueden ser portados en bolsillos del uniforme.
e. En aquellas actividades en las que se requiera EPP certificado, éste debe contar con la certificación vigente.
f. La empresa contratista deberá enviar al COR registros firmados por los trabajadores de la entrega de EPP.

4. Requisitos Inspecciones de Seguridad

a. Todas las herramientas, equipos y/o maquinaria que van a ser utilizados en la ejecución de la tarea contratada deben ser inspeccionados por una persona competente antes de iniciar el proyecto.
b. El COR y/o Representantes de Seguridad y Salud en el Trabajo de la Embajada podrán inspeccionar los equipos, herramientas y/o maquinaria de la empresa contratista en el momento que lo considere necesario y podrá solicitar su cambio si así lo considera.

5. Requisitos Herramientas Manuales y de Potencia

a. El contratista deberá asegurar que todas las herramientas y equipos utilizadas por sus trabajadores son seguras.
b. Todas las herramientas deberán inspeccionarse periódicamente y mantenidas en buenas condiciones de acuerdo con las especificaciones del fabricante.
c. El contratista deberá asegurar que las herramientas son utilizadas para los fines que fueron creadas.

6. Requisitos Respuesta ante Emergencia:

a. En caso de que se presente una emergencia en las instalaciones de la Embajada, durante la ejecución de la labor contratada, el personal contratista deberá acatar las órdenes dadas por el representante/escolta que se encuentre supervisando el trabajo, por los brigadista y/o el personal de seguridad. Seguir instrucciones dadas por RSO.
b. La empresa contratista no podrá obstruir equipos de respuesta ante emergencia tales como botiquines, extintores, gabinetes contra incendio, desfibriladores, camillas, estaciones lavaojos, o señalización de seguridad.

7. Requisitos Tareas de Alto Riesgo:

a. La empresa contratista deberá presentar los certificados de entrenamiento de cada persona que ejecutará la tarea. Estos certificados deben ser enviados antes de iniciar la ejecución del proyecto.
b. La empresa contratista deberá elaborar un permiso de trabajo específicamente para dicha tarea y debe ser proporcionado al COR antes de la iniciación de la labor.
c. La empresa contratista deberá enviar el Análisis de Riesgo de la tarea en un plazo máximo de ocho días hábiles antes de la iniciación del trabajo. El POSHO o representante de Seguridad y Salud en el Trabajo de la Embajada revisará el documento y hará las observaciones que considere pertinentes.
d. Durante la ejecución de actividades de alto riesgo siempre se debe contar con la presencia de un vigía que pueda dar aviso o primer auxilio en caso de emergencia.

8. Seguridad Eléctrica

a. El contratista deberá dar cumplimiento total a las políticas de la Embajada relacionadas con Prácticas Seguras de Trabajo Eléctrico y Trabajo Des-energizado para prevenir cualquier incidente que pueda impactar la salud del personal y/o los sistemas eléctricos de la Embajada.
b. Todo el personal que realice trabajo eléctrico deberá estar lo suficientemente entrenado y se debe considerar una persona competente antes de ejecutar el trabajo.
c. El contratista deberá identificar cualquier posible fuente de energía eléctrica que pueda causar muerte, lesiones o daños físicos graves.
d. Deberá asegurarse que todo el trabajo se realice de acuerdo con la normatividad local y los estándares Americanos.

9. Requisitos Trabajo en Alturas:

Todo trabajo que se realice a más de 1.50 mts (5ft) se considera trabajo en alturas, por lo tanto el contratista deberá dar estricto cumplimiento a la Resolución 1409/2012:

a. Todo equipo de trabajo en alturas debe cumplir, como mínimo, la norma ANSI Z359.1 o estándares europeos homólogos.
b. Todo personal contratista que utilice equipos para trabajos en alturas deberá acatar las instrucciones y advertencias que traen dichos equipos.

c. El personal contratista no utilizará como punto de anclaje para trabajo en alturas escaleras, tubería o soportes de tubería.
d. Si un punto de anclaje no ofrece la resistencia recomendada para protección contra caídas (5000 lbs), la empresa contratista deberá suministrar equipos de protección para alturas con amortiguadores que permitan disminuir la fuerza del impacto.
e. Están prohibidos los andamios de tijera, sólo se deben utilizar andamios modulares debidamente certificados.
f. Utilice escaleras dieléctricas para trabajos con electricidad y áreas con influencia eléctrica.
g. Está prohibido pararse en los dos peldaños más altos de una escalera.
h. Todo el personal que realice trabajos en alturas deberá utilizar como mínimo las siguientes elementos de protección personal: casco con resistencia y absorción anti-impactos, según la necesidad podrán ser dieléctrico, con barbuquejo y cuatro puntos de apoyo, gafas de seguridad que protejan a los ojos de impacto, con protección para rayos UV y deslumbramientos; protección auditiva si es necesaria, guantes antideslizantes, flexibles de alta resistencia a la abrasión, botas antideslizantes con punteras reforzada, ropa de trabajo de acuerdo a las condiciones climáticas y de los factores de riesgo y un arnés integral o de cuerpo completo.
i. La empresa contratista debe enviar al COR, en los próximos 8 días hábiles los certificados de capacitación y el entrenamiento de todos los trabajadores que realizarán trabajos en alturas. El certificado debe cumplir con lo establecido en la resolución 3673/ 2008. El certificado de reentrenamiento debe proporcionarse, por lo menos una vez al año como lo establece la legislación.

10. Requisitos de Seguridad para Andamios

a. El contratista es responsable de probar condiciones seguras al usar, montar y desmontar andamios.
b. Los andamios deberán ser armados y desmontados por trabajadores competentes, bajo la supervisión de supervisor experto y con experiencia.
c. Los andamios deberán ser armados en una superficie rígida, capaz de soportar la carga máxima prevista sin asentamiento ni desplazamiento.
d. Asegúrese de que el andamio esté equipado con barandas y rodapiés en todos los lados abiertos y en los extremos de plataformas de cuatro a diez pies de altura.
e. Proporcione una escalera de acceso o un acceso seguro equivalente.
f. Los andamios soportados con una relación entre la altura y el ancho de la base de más de cuatro a uno (4:1) deberán ser asegurados para que no se inclinen, por medios de sujeción, amarre o medios equivalentes.

11. Requisitos para el Manejo de Sustancia Químicas:

a. El contratista deberá cumplir con las especificaciones que la ley local y estándares Americanos exigen para su almacenamiento, manipulación y transporte.
b. La empresa contratista es responsable de verificar el manejo correcto de cada producto tales como: almacenamiento, rotulación, EPP requerido, disposición final de los residuos generados dando cumplimiento con la normatividad, cuidado del medio ambiente.
c. El contratista deberá tener a la mano copia de las hojas de seguridad (SDS) de cada uno de los productos que se utilizaran en las instalaciones de la Embajada.
d. Reenviará copia de las Hojas de seguridad al COR para su revisión.
e. Usará y almacenará todos los productos químicos peligrosos que se utilizarán en las instalaciones en contenedores aprobados.

12. Requisitos para Izaje de cargas, uso de grúas o brazos articulados:

a. La empresa contratista deberá enviar al COR los certificados (avalado por la ONAC) de la maquinaria empleada para la prestación del servicio (Incluye montacargas y camiones grúa) y los documentos de estos vehículos (SOAT, tarjeta de propiedad y revisión técnico mecánica si aplica).
b. La empresa contratista deberá enviar al COR los certificados (avalado por la ONAC) de las eslingas, guayas, cadenas, grilletes u otros elementos empleados para el izaje de cargas.
c. La empresa contratista deberá enviar al COR las certificaciones de entrenamiento y/o avales de todo el personal que estará involucrada en la tarea.
d. La empresa contratista deberá enviar al COR el programa de mantenimiento e inspecciones que se tengan de los equipos y la maquinaria.
e. La empresa contratista deberá enviar al COR el procedimiento del cargue y descargue.
f. La empresa contratista deberá realizar un plan de izaje para garantizar la capacidad de la grúa o brazo con relación a su carga.

13. Requisitos de Seguridad para Soldadura

a. Antes de realizar actividades de corte o la soldadura, el COR inspeccionará el área para autorizar la operación con el fin de reducir el potencial de generar una ignición no controlada de materiales.
b. El contratista deberá obtener un permiso de trabajo en caliente a través del POSHO o el Coordinador de seguridad y Salud antes de iniciar la tarea de trabajo en caliente dentro de las instalaciones que están siendo ocupadas, a 40 pies de un edificio o en áreas con riesgo potencial como un tanque de almacenamiento de combustible y espacios confinados, independientemente de la ubicación.
c. El contratista deberá instalar cerramiento en el área de trabajo de acuerdo con la tarea a ejecutar, para proteger a peatones. Este cerramiento debe cumplir con los estándares de OSHA y las políticas de trabajo en caliente de la Embajada.
d. Se deberá mantener un equipo adecuado y accesible para extinción de incendios en el área de trabajo.
e. El corte y la soldadura se deben realizar en áreas que son o han sido hechas a prueba de fuego. Cuando el trabajo no se pueda mover de manera práctica, el área debe estar segura retirando los combustibles o protegiendo los combustibles de las fuentes de ignición.

f. El contratista deberá asegurarse de que todos los operadores y ayudantes del soldador, expuestos al peligro, usen el equipo de protección personal de soldadura adecuado.

14. Requisitos Seguridad Vial:

a. El vehículo debe contar con los elementos básicos de atención de emergencias. NTC 4532.
b. Las camionetas y vehículos pesados deben contar con pito y sensor de reversa.
c. La empresa contratista deberá enviar al COR los documentos de los vehículos (SOAT, tarjeta de propiedad y revisión técnico mecánica si aplica).

15. Requisitos para trabajos en espacios confinados

a. Para cualquier trabajo que se deba realizar en un espacio confinado, debe consultar con la Oficina de Seguridad y Salud para identificar y cumplir con todos los requisitos obligatorios establecidos por SHEM.

16. Requisitos Corte y Remoción de arboles

a. Siempre asuma que los cables eléctricos están energizados.
b. Comuníquese con la compañía de servicios para asesorarse acerca de cómo desconectar y hacer contacto a tierra o aislar los cables de las líneas eléctricas.
c. Todos los trabajos de corte y remoción de árboles dentro de un mínimo de 10 pies (3 metros) de las líneas eléctricas, deben hacerse por podadores capacitados y experimentados en corte de árboles cerca de las líneas. Un segundo podador de árbol es requerido dentro de una distancia de comunicación con voz normal.
d. Podadores de árboles, de cortes de línea, deben de estar conscientes y mantener una distancia apropiada mínima cuando trabajen alrededor de cables de alta tensión energizados.
e. Use extrema cautela cuando mueva las escaleras y equipos alrededor de árboles caídos y cables de alta tensión.
f. Manténgase alerta en todo momento.
g. No recorte árboles en condiciones de clima peligroso.
h. Lleve a cabo una evaluación de los peligros del área de trabajo antes de comenzar a trabajar.
i. Elimine o disminuya la exposición a peligros en el árbol y en las áreas alrededor.
j. Operadores de sierra de cadena y otros equipos deberán ser capacitados y mantener el equipo apropiadamente.
k. Use el equipo de protección de seguridad personal tales como guantes, gafas de seguridad, casco con barbuquejo, protección para los oídos, etc., según recomendaciones en el manual de operación del fabricante.
l. Determine la dirección de la caída del árbol. Señale inclinaciones hacia al frente, inclinaciones hacia atrás e inclinaciones hacia los lados.
m. Determine la cantidad apropiada de articulaciones en el árbol para poder guiar la caída del árbol con seguridad. Provea un camino de retirada a un lugar seguro.
n. Inspeccione la estabilidad y la fuerza de las ramas del árbol antes de subirse. Podadores de árboles trabajando en la parte alta deben usar un equipo de protección contra caídas.
o. No suba con herramientas en las manos.
p. Si árboles rotos están en presión, determine la dirección de la presión y haga cortes pequeños para liberarla.
q. Use cuidado extremo cuando tale un árbol que no ha caído completamente al suelo y está recostado contra otro árbol.
r. Nunca de la espalda a un árbol caído.
s. Esté alerta y evite que objetos revoten de un árbol cuando cae.

17. Covid-19

El contratista deberá seguir los lineamientos y protocolos establecidos por el Gobierno Colombiano, así como los emitidos por el Centro de Control y Prevención de Enfermedades (Centers for Disease Control and Prevention – CDC por sus siglas en inglés) para prevenir la propagación del Covid-19 y de esta manera garantizar la salud y la seguridad tanto del personal contratista como del personal de la Misión de la Embajada de Estados Unidos.

Notas Adicionales

El COR de la Embajada trabajará directamente con el contratista para garantizar que todos los requerimientos de seguridad se cumplan como se describen en este documento y, en caso de que se requiera, el COR le reportará al POSHO o al Coordinador de Seguridad y Salud en el Trabajo de la Embajada sobre cualquier deficiencia identificada antes o durante la ejecución del proyecto.

En caso de que el COR identifique un acto o una condición insegura que pueda afectar significativamente la salud o la seguridad del personal de la Embajada, contratistas, subcontratistas, terceros o a la propiedad del gobierno, la operación puede ser suspendida por el COR hasta que la condición sea corregida. Si aparecen diferentes condiciones durante el proyecto, el COR puede solicitarle requisitos de seguridad adicionales al contratista.

El COR puede compartir información relacionada con seguridad con el POSHO o el Coordinador de Seguridad y Salud para garantizar la seguridad del personal y la conservación de la propiedad.